

Prepared by and return to:
Michael R. Moore (MSB 104505)
P.O. Drawer 1529
Pascagoula, MS 39568-1529
(228) 762-6631

INDEXING INSTRUCTIONS: Lots 1-4 Thompson S/D of Pt of Lot 22 & 23, V. Delmas Tr.
Pt of Lot 6 and all of Lot 7, Thompson S/D of Lot 22 V. Delmas Tr.
Lots 5 and 6, of the Ralph Delmas Plat, Surveyors Bk 1, Page 143

STATE OF MISSISSIPPI
COUNTY OF JACKSON

LICENSE AGREEMENT FOR PARKING

IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), cash in hand paid, and other good and valuable consideration, including the mutual promises granted herein, the receipt and sufficiency of all of which is hereby acknowledged, and pursuant to that certain action taken by the Mayor and City Council of the City of Pascagoula, Mississippi, recorded in Minute Book _____ as found in the Office of the City Clerk, the “Licensor” or “City,”

City of Pascagoula, Mississippi, a municipal corporation,
603 Watts Ave
Pascagoula, MS 39567
(228) 762-1020

does hereby give unto, “Licensee,”

Revival Property 111, LLC, a Mississippi limited liability company,
650 Delmas Avenue
Pascagoula, MS 39567
(925) 272-8360

permission, in Licensor's sole discretion, to allow for the reconfiguration of six parking spaces by Licensee on the property of the Licensor, which improvements shall be limited to the installation of ADA-accessible parking, parking for electric vehicles (with charging stations), and a loading/unloading area for Licensee's hotel, said improvements being in and along the City right-of-way on the north margin of Delmas Avenue adjacent to Licensee's property described in Exhibit "A." The description for the subject property is included in Exhibit "A," and a diagram of the proposed parking configuration is included in Exhibit "B." In granting this license, the City assumes no responsibility for or obligation to assist in the maintenance or repair of the improvements proposed to be constructed on the City's property. Licensee may not install any additional improvements without the written consent of Licensor.

The parties understand and agree that this license has been granted in order to allow Licensee to reconfigure parking spaces on the property of the Licensor and may not be relied upon or used by any other business or third party. This license is terminable at the will of Licensor at any time and for any reason. Licensor names the City Manager as designee with authority to terminate the license.

Upon receiving notice that Licensor is terminating the license, Licensee agrees to remove any improvements in a timely manner at its own expense. Should the Licensee fail to remove the improvements in a timely manner, after being requested to do so, the Licensor may remove said improvements at the expense of the Licensee. Repair, replacement and/or reinstallation of said improvements shall be the sole expense of the Licensee. Licensor retains and reserves the authority to remove Licensee's improvements immediately and without notice in the event of an emergency. Licensee agrees to waive all claims for any damages related to termination of the license and/or removal of any facilities located on the premises, whether such removal is effectuated by Licensee or Licensor. Licensee also waives any claim for damages to its improvements caused by the Licensor's maintenance of the City's property adjacent to the subject parking area, including any underground utilities that may exist in that area. The Licensee shall indemnify the Licensor for any necessary repairs performed to the underground utilities located under said improvements or to the adjacent the City's street as a result of any damage caused by the Licensee's construction activities.

In the event the Licensor incurs any expense in the removal of the improvements or the repair of Licensor's property and the Licensee fails to reimburse the Licensee for those expenses in a reasonable period of time, as determined in Licensor's discretion, the Licensor may, in its discretion, assert and record a lien on the subject property in the amount of those expenses, plus any incidental amounts incurred by Licensor in the assertion and recordation of the lien, including costs of filing and attorneys' fees.

The terms and conditions of this license shall run as an encumbrance with the real property of the Licensee and shall be recorded in the land records for Jackson County, Mississippi. The terms and conditions of this license shall be applicable, binding, and in full force and effect as to the named Licensee, their heirs or assigns, and any other person or entity with any present or future interest in the improvements described above.

WITNESS OUR SIGNATURES, this the _____ day of _____ 2023.

CITY OF PASCAGOULA, MISSISSIPPI

By: _____
Jay Willis, Mayor

Attest
Karen Kennedy, Clerk

STATE OF MISSISSIPPI
COUNTY OF JACKSON

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, Jay Willis and Karen Kennedy, who acknowledged that they are respectively the Mayor and City Clerk of the City of Pascagoula, and that in such capacity for and on behalf of said municipality, and as their act and deed, signed the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal on this the ____ day of _____ 2023.

NOTARY PUBLIC

My Commission Expires:

SIGNED FOR PURPOSES OF ACCEPTANCE BY
LICENSEE:

Revival Property 111, LLC

By: Michael Craven, as member of Revival Property
111, LLC

STATE OF MISSISSIPPI
COUNTY OF JACKSON

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, Michael Craven, member of Revival Property 111, LLC, a Mississippi limited liability company, that for and on behalf of said limited liability company and as the act and deed of said limited liability company he executed the above and foregoing instrument after having been duly authorized by said company as member of said limited liability company.

Given under my hand and official seal on this the ____ day of _____ 2023.

NOTARY PUBLIC

My commission expires:
